

BRIAN F. ROGERS  
24661 Amador Street, Apt. 21A  
Hayward, CA. 94544  
Telephone: (510) 783-1673  
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**FILED**

JUN 30 2017

SUSAN Y. SOONG  
CLERK, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

IN THE UNITED STATES FEDERAL COURT  
FOR THE DISTRICT OF NORTHERN CALIFORNIA

BRIAN F. ROGERS  
Plaintiff,

v.

ROBERT HALF INTERNATIONAL, INC.,  
ACCOUNTEMPS, Defendant (s).

Case No.:

**CV 17 3777**

**EMPLOYMENT DISCRIMINATION**

**JURY TRIAL DEMANDED**

LB

**COMPLAINT**

Comes Now, Plaintiff, Brian F. Rogers, and files his Complaint against the above-named Defendants on the following grounds:

**INTRODUCTION**

This action is brought pursuant to Title VII of the Civil Rights Act of 1964 for employment discrimination. Jurisdiction is conferred on this Court by 42 U.S. C. Section 2000e-5. Equitable and other relief is sought under 42 U.S.C. Section 2000e-5(g).

## JURISDICTION AND VENUE

4. This Court has jurisdiction over this action pursuant to 28 U.S.C. §§ 1331, 28 U.S.C. § 1367, 28 U.S.C. § 1343, 42 U.S.C. § 1983, and 1345.

5. This Court has original jurisdiction over Plaintiff's constitutional and federal law claims pursuant to 28 U.S.C. § 1331 and 28 U.S.C. § 1343(a).

6. This action arises under the Fourteenth Amendments to the U.S. Constitution of the United States; 42 U.S.C. § 1983; 42 U.S.C. § 1985; 42 U.S.C. § 1986; and 42 U.S.C. § 1988(b).

7. This Court has supplemental jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1367(a) because they are part of the same case and controversy described by Plaintiff's federal claims, and independent original jurisdiction over Plaintiff's state law claims pursuant to 28 U.S.C. § 1332 because this action in controversy exceeds the sum of \$75,000, exclusive of interests and costs.

8. Venue is proper in the District of Northern California, pursuant to 28 U.S.C. § 1391(b). The Defendants are located in California, and all events, actions, or omissions giving rise to these claims occurred in California.

## PARTIES

1. Plaintiff is informed and believes, and on thereon alleges, that Defendant Robert Half International, Inc. ("RHI"), is a corporation doing business at 50 California Street, Suite 50, in San Francisco County, California and at all times mentioned herein has been, a permanent and temporary employment agency organized and existing under the laws of the State of California. RHI operates through various divisions which is dependent on a candidate's education, experience, and skill, which includes the Accountemps division for accounting and finance personnel to local and national employers. RHI communicates that it accepts applications from



1 all candidates regardless of their education, experience, and skill level. As a result, RHI attempts  
2 to place candidates on different employment assignments to build their experience and skill level  
3 in these types of occupations.

4  
5 2. Plaintiff is informed and believes, and thereon alleges, that RHI's agent, Doran Ingalls  
6 ("Ingalls") is a citizen of the State of California and maintains his residence in the Greater Bay  
7 Area. Defendant's agent Ingalls has the power to make personnel decisions with respect to  
8 submitting candidates for open temporary, contract, and permanent employment positions.  
9 Defendant's agent Ingalls is, and at all times herein mention was, a staffing executive employed  
10 with and acting within the course and scope of his employment with Defendant RHI.

11  
12 3. Plaintiff is informed and believes, and thereon alleges, that RHI's Defendant's agent,  
13 Sean Pacheco ("Pacheco") is a citizen of the State of California and maintains his residence in  
14 the Greater Bay Area. Defendant's agent, Pacheco is the branch manager at RHI/Accountemps in  
15 the San Francisco office and oversees the RHI/Accountemps operations. Defendant Pacheco is,  
16 and at all times herein mention was, a branch manager employed with and acting within the  
17 course and scope of his employment with Defendant RHI.

18  
19 Plaintiff is further informed and believes, and thereon alleges, that each Defendant named herein,  
20 inclusive, was at all times relevant to this action, the agent, employee, or joint venture, of the  
21 remaining defendants and was acting within the scope of that relationship.

### NATURE OF THIS ACTION

4. Plaintiff is an African-American male and graduated from San Jose State University with a Bachelors of Science degree in Finance and a minor degree in economics. Following his undergraduate education, Plaintiff worked on a number of temporary employment assignments with both Accountemps, a division of Robert Half International ("RHI") and other local employers in the past.

5. Robert Half International, Inc. is a permanent and temporary employment agency. RHI works with local employers referred to as clients, to help recruit candidates for temporary, contract, and permanent employment assignments through its Accountemps division. RHI is considered the largest public temporary/permanent employment agency in the United States. RHI has specialized divisions encompassing Accounting/Finance (Accountemps), legal, creative, technical divisions among others. In general, employers outsource the recruitment of personnel to RHI which performs screening, evaluations, testing, payroll processing, consulting, among other functions.

6. On or around November 15, 2015, Plaintiff Rogers submitted a resume to RHI's San Francisco office for a number of different open positions they had listed on several job recruitment websites, primarily Career Builder ([www.careerbuilder.com](http://www.careerbuilder.com)), which lists open positions for various types of jobs. On November 20, 2015, Plaintiff Rogers received a telephone call from Ingalls who stated on the telephone. "Your well qualified for several open positions at Robert Half here in San Francisco. In particular, I have contract positions from one of my clients that's reorganizing and needs staff to transition their operation". Afterwards, he stated over the telephone, "Do you have Skype?". Plaintiff Rogers respond, "No". Ingalls then replied "Can you come up to our offices in San Francisco for an interview. Plaintiff replied, "Yes". Ingalls then



1 replied, "Can you arrive to our offices on Monday, November 19<sup>th</sup> at 10:00am. Plaintiff Rogers,  
2 responded, "I will arrive to your offices at 10:00am on Monday. Ingalls, then replied " I will  
3 send you directions and instructions on how to arrive through an e-mail".  
4

5 7. Plaintiff arrived to Defendant RHI's office on November 23rd at 10:00am and checked-in  
6 with the receptionist. Plaintiff patiently waited a few minutes and met with Ingalls in a small  
7 conference room in the front of the office.  
8

9 8. At this time, Ingalls informed Plaintiff that he had at least several open positions from one  
10 of his local clients.  
11

12 9. During the meeting, Plaintiff informed Ingalls that Plaintiff had worked at his own  
13 company performing much of the same accounting and finance duties and tasks for the jobs at  
14 Robert Half International. Furthermore, Plaintiff informed Ingalls by the resume that Plaintiff has  
15 numerous experience working at other companies. Ingalls replied " The only thing that's relevant  
16 on your resume is the past seven years". However, Ingalls did not communicate this information  
17 to Plaintiff on the telephone.  
18

19 10. After Plaintiff explained his experience over the past seven years or so, Ingalls attempted to  
20 convince Plaintiff Rogers to seek employment with someone other than Robert Half by stating.  
21 "I'm sorry we cannot help you." " Why don't to try to find a position through Indeed.com".  
22 Plaintiff replied " I have attempted to seek employment online through a few different web sites.  
23

24 11. Ingalls further stated " Your experience and qualifications is more suitable to a Full Charge  
25 bookkeeper position". A full charge bookeeper position is a much lower quality/ lower pay scale  
26 position in the Accounting/Finance profession relative to the Plaintiff's experience, skills, and  
education. In fact, you do not need to have a college degree to be a bookkeeper. The reason he

1 made this “off the cuff” comment is because the Plaintiff is African American and he wishes to  
2 reserve the better positions for his white candidates. In furtherance and support of such a claim,  
3 Ingalls has still failed to notify Plaintiff verbally or in writing of any open positions through  
4 Robert Half Corporation/Accountemps division as of June 5, 2017. Under information and  
5 belief, Robert Half International has developed a policy of preventing and refusing to submit  
6 African American’s to job assignments at their San Francisco office. However, it’s believed that  
7 such racially discriminating practices are occurring at other local Bay area RHI/Accountemps  
8 offices and throughout the state and country.

9 12. In furtherance and support of this claim, Plaintiff has the prerequisite qualifications in terms  
10 of experience, skills, and education for most open positions at RHI. In fact, most jobs in the RHI  
11 database are positions that Plaintiff Rogers has experience, skills, and education that actually  
12 supercede the requisite knowledge, experience, education, and skills for the positions. Plaintiff  
13 Rogers has over 20 years of experience in various diverse accounting and finance positions.  
14 Ingalls claimed that Plaintiff has no experience, education, or qualifications for any open  
15 positions at RHI.

16 13. Plaintiff further alleges that Defendant RHI has a policy and practice of discriminating  
17 against African American candidates for temporary, contract, and permanent positions.

18 14. In support of this claim, Defendant RHI and Ingalls have refused to contact Plaintiff Rogers  
19 since the meeting on November 23, 2015.

20 15. Since the day of the meeting with Ingalls and RHI, have failed to contact Plaintiff for any  
21 open positions with RHI even though Plaintiff Rogers is fully registered with RHI and there’s  
22 new contract, temporary, and permanent positions that are submitted from their clients to  
23 RHI/Accountemps every week. In addition, RHI continues to send many automated e-mails for  
24 positions which Plaintiff alleges really do not exist which is just a way to make it look like  
25 there’s a lot of jobs day to get the hopes of the candidate high.  
26



1 16. Ingalls and RHI, are essentially inferring that Plaintiff Rogers should be compensated for less  
2 compensation simply because he is African American. This is inferred from such statements as “  
3 your qualifications are more suitable for a full charge bookkeeper” stated above. This type of  
4 position has far less compensation than a college degree position in accounting or finance  
5 occupation.

6 17. Plaintiff Rogers was more qualified for many temporary, contract, and permanent open  
7 positions than many of the candidates that were placed at local employers by RHI since  
8 November 23, 2015.

9 18. Ingalls requested Plaintiff Rogers to take several skills tests. But Plaintiff Rogers has already  
10 taken these same or similar tests with Accountemps in the past and saw no reason to repetitively  
11 complete the same tests over and over again. Plaintiff communicated this information Ingalls.  
12 But Ingalls ignored this information and proclaimed in an e-mail to Defendant Rogers that he did  
13 not have the information on file. However, Defendant investigated this claim through Bonnie  
14 Glatzer at Nixon Peabody LLC and discovered that defendant did work for RHI in prior years.  
15

16 19. RHI, Ingalls, and Pacheco discriminates against Plaintiff and other similarly situated racial  
17 minorities by denying consideration for employment and failing to submit qualified racial  
18 minorities, specifically African Americans, for temporary, contract, and permanent employment  
19 at their employment agency to their local employer clients.  
20

21 20. Defendant's agent, Ingalls, required Plaintiff Rogers to complete an entirely new resume for  
22 no apparent reason even though the resume he submitted to RHI had been submitted only four  
23 days earlier. This request only occurred after the meeting with Defendant RHI. This request by  
24 Defendant's agent was designed to irritate, frustrate, and humiliate Plaintiff Rogers.  
25  
26

1 21. Defendant RHI has allowed other non-minority (Caucasian job candidates) to apply for job  
2 positions and openings at RHI who are far less qualified for different positions than Plaintiff  
3 Rogers. Rogers was essentially either as qualified or more qualified based on experience,  
4 education, and skills than many other non-minority (or Caucasian) job candidates who professed  
5 far less education and experience than Plaintiff Rogers.

6  
7 22. Plaintiff also discovered that Defendant's agent, Ingalls, should never had been hired by  
8 Robert Half International ("RHI") because he lacked the prerequisite requirements for a staffing  
9 executive position. RHI requires staffing executives to have a minimum of five years of  
10 experience. Ingalls had only two ("2") years of experience as a staffing manager and should not  
11 have been hired by RHI for this position. Plaintiff believes Ingalls was only hired by RHI  
12 because he met the "racial physical characteristics" of a staffing executive position which was  
13 not based on merit.

14  
15 23. Upon information and belief, Defendant's agent, Ingalls, employment was terminated from  
16 his position as a staffing executive with RHI for cause related to race discrimination conflicts  
17 with candidates.

18  
19 24. Robert Half International uses secret codes and code words to describe or identify candidates  
20 to purge from their list of potential hires to exclude certain races of non-whites for accounting  
21 and finance positions. In particular, this includes subjective codes in their computer system and  
22 special code words to specifically identify minority candidates, particularly blacks and Latinos to  
23 bar them from employment with RHI and their clients. Upon further investigation, Plaintiff  
24 discovered confidential internal documents which specifically showed this racist activity and  
25  
26



1 behavior practiced at RHI. Plaintiff further believes such racist conduct and actions is pervasive  
2 through the entire RHI organization.

3  
4 25. Robert Half's International's secret "racial" codes are discriminatory and highly subjective  
5 and have no basis in determining whether a potential candidate is qualified or suitable for  
6 employment. This includes RHI's secret coding system called "AIP" (Attitude, Intellect, and  
7 Placeability) which is a highly subjective internal system based on the personal whims of a  
8 staffing executive about the personal physical characteristics of a candidate. This coding system  
9 has no basis whatsoever in determining the qualifications or suitability of a job candidate. This is  
10 exactly why these documents are stamped "confidential" by the Defendant.)

11  
12 26. RHI has a hidden internal policy of refusing to hire African Americans for accounting and  
13 finance positions even when they have met or exceeded the minimum education, experience, and  
14 skills for positions.

15  
16 27. Plaintiff Rogers had worked for Robert Half International several years ago and was pre-  
17 registered with RHI from past employment with the Defendant. Further, Defendant continued to  
18 keep these records on file when Plaintiff worked in the past.

19  
20 28. Defendant's reasoning for not accepting Plaintiff application and submitting Plaintiff for job  
21 assignments is vague, ambiguous, subjective, inconsistent and provides conflicting reasons  
22 which are not legitimate. Defendant proclaims Plaintiff was not qualified for any type of open  
23 position. However, Plaintiff had worked for RHI in past years with the same positions he had  
24 sought from Defendant.

29. Defendant proclaims Plaintiff did not provide references, did not have the educational background, and lacked experience for the positions. Plaintiff's references, educational background, skills, and experience were already on file at the defendant's place of business and were used to send Plaintiff on different job assignments in the past.

30. Defendant's Agent, Ingalls claims that Rogers was not qualified for any position despite 22 years of experience in accounting and finance occupations and actually worked for RHI in the past. Ingall's perception of Rogers resume was racially biased and based on mere speculation and not factual. Ingall's also indicated that he did not believe Plaintiff Rogers resume.

31. Plaintiff was considered an existing, pre-registered employee of Robert Half International and NOT a new, non-registered employee of RHI. An unregistered candidate who is registering with RHI for the first time must provide employment references, take skills tests by RHI, conduct an educational background check, and perhaps a criminal background check.

32. Robert Half International is an intermediary between an employment candidate and an employer. RHI is involved in submitting candidates either to different positions or through sending candidates to employers for positions. In this case, they did not even consider plaintiff for different positions even before he was even submitted to their employer client.

## CAUSES OF ACTION

### FIRST CAUSE OF ACTION

**Violation of the Right to Equal Protection in Violation of the Fourteenth Amendment of the United States Constitution  
(Race Discrimination in Violation of 42 U.S.C. § 1983)**



1 33. Plaintiff incorporates by reference allegations in paragraphs 1-39 of this Complaint as if fully  
2 set forth herein.

3 34. As set forth below, RHI have regularly discriminated against African American job  
4 candidates with respect to candidates seeking employment through their employment agency,  
5 work assignments and generally to the local employment market. RHI staff who are  
6 disproportionately white, claim jobs do not exist when African Americans apply or interview for  
7 positions at their agency in person at Defendant's San Francisco office. Further, Caucasian staff  
8 at RHI attempted to "steer" Plaintiff to seek other employment resources rather than through  
9 their agency. This practice has significantly and adversely impacted the job success, career, and  
10 income of Plaintiff.

11  
12 35. Plaintiff was denied employment in favor of less qualified Caucasian job candidates which  
13 creates a form of "second class" citizen status towards Plaintiff as though Plaintiff is somehow  
14 inferior to Caucasian candidates. Defendant and Defendant's agent, Doran Ingalls, would not  
15 allow Plaintiff to apply for any open temporary, contract, or permanent positions with RHI.

16  
17 36. Defendants discriminatory policies and practices, both written and unwritten, subject Plaintiff  
18 to ongoing disparate impact and disparate treatment based on race and color. Moreover, this  
19 pattern and practice of discrimination has been furthered by subjective decision-making by a  
20 predominantly Caucasian management structure both at corporate levels and branch levels.

21  
22 37. Absent compensatory and injunctive relief, RHI will continue their unlawful practices to the  
23 detriment of Plaintiff and other similarly situated racial minorities .  
24  
25  
26

1 38. The denial of employment, the denial of work, and the denial of a source of income to  
2 Plaintiff, the exclusion of the Plaintiff and other racial minorities from career-oriented, livable  
3 wage employment based on race and color violates Section 1981, Title VII.

4  
5 39. RHI subjectively evaluates employment applicants of African Americans relative to  
6 Caucasian applicants. Defendant RHI's agent, Doran Ingalls fails to rely on objective criteria and  
7 uses racial stereotyping and extreme generalities of evaluating African American job applicants.  
8 RHI, fails to record evaluations of job applicants and bans minorities on employment decision-  
9 making bodies. RHI's agent, Doran Ingalls, did not consider Plaintiff because of his race and  
10 color. Apparently, Defendant RHI attempted to cover up this reason by stating the Plaintiff was  
11 not qualified.

12  
13 40. Defendants executive staff has exclusively non-minority representation. Further, Defendants  
14 also excludes blacks and other racial minorities from decision-making roles such as staffing  
15 executives, regional vice-presidents, and other decision-making roles which causes further  
16 exclusion of minorities from seeking jobs and other career-oriented roles temporary, permanent,  
17 and contract positions as these positions only are used to select primarily Caucasian applicants  
18 over African Americans.

19  
20 41. As a direct, foreseeable, and proximate result of RHI, Ingalls, and Pacheco's unlawful  
21 actions, Plaintiff has suffered and continues to suffer substantial losses in compensation and  
22 other employment benefits, and has incurred other economic losses including but not limited to  
23 loss of wages, benefits, and career development.



1 42. RHI, Ingalls, and Pacheco committed the acts herein despicably, maliciously, fraudulently,  
2 and oppressively, with the wrongful intention of injuring Plaintiff, from an improper and evil  
3 motive amounting to malice, and in conscious disregard of plaintiff's rights to be free from  
4 discrimination in employment on the basis of race and color. Plaintiff is thus entitled to recover  
5 punitive damages from RHI in an amount according to proof.

6  
7 43. Defendant continues to fabricate ignorant and subjective excuses and reasons for not  
8 accepting Plaintiff's application or sending Plaintiff on different assignments while  
9 masquerading the real reason which was the result of Plaintiff race and color.

10  
11 44. Defendant cannot provide a legitimate non-discriminatory reason for its actions. All  
12 assertions given by Defendant are negated by the factual information already in the Defendants  
13 employee profile of plaintiff.

14  
15  
16 **III. Equal Employment Opportunity Commission.**

17 Based on the information, each element together of Plaintiffs' action is a violation of the 1964  
18 Civil Rights Act of 1964. Robert Half International, Inc. based their decision not to hire Plaintiff  
19 on subjective information that ultimately meant his race and color:  
20 Plaintiff filed charges with the Federal Equal Employment Opportunity Commission regarding  
21 Defendant's alleged discriminatory conduct on or about **February 26, 2016**. The Equal  
22 Employment Opportunity Commission issued a Notice-of-Rights-to-Sue letter that was received  
23 by Plaintiff on or about **April 21, 2017** attached as EXHIBIT A. Plaintiff hereby demands a jury  
24 for all claims for which a jury is permitted.

1  
2 **IV. Monetary Damages**

3 Plaintiff seeks monetary damages of \$767,000 dollars to settle all claims of back pay and front  
4 pay, punitive damages, other damages, and injunctive relief, as the court may deem necessary.  
5

6 WHEREFORE, plaintiff prays that the Court grant such relief as may be appropriate, including  
7 injunctive orders, damages, costs, and attorney fees (if any).  
8  
9

10 Dated: June 5, 2017

11 

12 By: \_\_\_\_\_

13 Brian F. Rogers, Plaintiff  
14  
15  
16  
17  
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22  
23  
24  
25  
26



# Exhibit A

## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

**DISMISSAL AND NOTICE OF RIGHTS**

To: **Brian F. Rogers**  
**24661 Amador Street, Apt. 21**  
**Hayward, CA 94545**

From: **St. Louis District Office**  
**1222 Spruce Street**  
**Room 8.100**  
**Saint Louis, MO 63103**



On behalf of person(s) aggrieved whose identity is  
**CONFIDENTIAL (29 CFR §1601.7(a))**

EEOC Charge No.

EEOC Representative

Telephone No.

**550-2016-00353**

**Jeffrey S. Jones,**  
**Investigator**

**(314) 539-7935****THE EEOC IS CLOSING ITS FILE ON THIS CHARGE FOR THE FOLLOWING REASON:**

The facts alleged in the charge fail to state a claim under any of the statutes enforced by the EEOC.



Your allegations did not involve a disability as defined by the Americans With Disabilities Act.



The Respondent employs less than the required number of employees or is not otherwise covered by the statutes.



Your charge was not timely filed with EEOC; in other words, you waited too long after the date(s) of the alleged discrimination to file your charge



The EEOC issues the following determination: Based upon its investigation, the EEOC is unable to conclude that the information obtained establishes violations of the statutes. This does not certify that the respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this charge.



The EEOC has adopted the findings of the state or local fair employment practices agency that investigated this charge.



Other (briefly state)

**- NOTICE OF SUIT RIGHTS -**

(See the additional information attached to this form.)

**Title VII, the Americans with Disabilities Act, the Genetic Information Nondiscrimination Act, or the Age Discrimination in Employment Act:** This will be the only notice of dismissal and of your right to sue that we will send you. You may file a lawsuit against the respondent(s) under federal law based on this charge in federal or state court. Your lawsuit **must be filed WITHIN 90 DAYS of your receipt of this notice**; or your right to sue based on this charge will be lost. (The time limit for filing suit based on a claim under state law may be different.)

**Equal Pay Act (EPA):** EPA suits must be filed in federal or state court within 2 years (3 years for willful violations) of the alleged EPA underpayment. This means that **backpay due for any violations that occurred more than 2 years (3 years) before you file suit may not be collectible.**

On behalf of the Commission

**APR 19 2017**

Enclosures(s)

**James R. Neely, Jr.,**  
**Director**

(Date Mailed)

cc:

**Aldridge Jonathan**  
**Corporate Counsel**  
**ROBERT HALF CORPORATION**  
**2884 Sand Hill Road**  
**Menlo Park, CA 94025**

**Bonnie Glatzer**  
**Nixon Peabody LLP**  
**One Embarcadero Center**  
**Suite 1800**  
**San Francisco, CA 94111**



EEOC Form 5 (11/09)

**CHARGE OF DISCRIMINATION**

This form is affected by the Privacy Act of 1974. See enclosed Privacy Act Statement and other information before completing this form.

Charge Presented To: Agency(ies) Charge No(s):

☐ FEPA☒ EEOC**550-2016-00353****California Department Of Fair Employment & Housing**

and EEOC

State or local Agency, if any

Name (indicate Mr., Ms., Mrs.)

**Brian Rogers**

Home Phone (Incl. Area Code)

**(510) 783-1673**

Date of Birth

Street Address

City, State and ZIP Code

**24661 Amador Street, Apartment 21, Hayward, CA 94545**

Named is the Employer, Labor Organization, Employment Agency, Apprenticeship Committee, or State or Local Government Agency That I Believe Discriminated Against Me or Others. (If more than two, list under PARTICULARS below.)

Name

**ROBERT HALF CORPORATION**

No. Employees, Members

**500 or More**

Phone No. (Include Area Code)

**(415) 434-1900**

Street Address

City, State and ZIP Code

**50 California Street, 10th Floor, San Francisco, CA 94111**

Name

No. Employees, Members

Phone No. (Include Area Code)

Street Address

City, State and ZIP Code

DISCRIMINATION BASED ON (Check appropriate box(es).)

☒ RACE☐ COLOR☒ SEX☐ RELIGION☐ NATIONAL ORIGIN☐ RETALIATION☐ AGE☐ DISABILITY☐ GENETIC INFORMATION☐ OTHER (Specify)

DATE(S) DISCRIMINATION TOOK PLACE

Earliest

Latest

**11-23-2015**☒ CONTINUING ACTION

THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s)):

**See Attached**

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or phone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the above is true and correct.

NOTARY - When necessary for State and Local Agency Requirements

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE  
(month, day, year)**2/18/16**

Date

**Brian Rogers**

Charging Party Signature